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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : : **Chapter 11 Case No.**
GENERAL MOTORS CORP., *et al.*, : : **09-50026 (REG)**
Debtors. : : **(Jointly Administered)**
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**CNI ENTERPRISES, INC.'S LIMITED OBJECTION TO NOTICE OF
(I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

1. On June 2, 2009 the Court entered its Order granting Debtors Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105, 363 and 365 and Fed. Bankr. P. 2002, 6004, and 6006 (I) Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the "Court's Order").

2. The Court's Order required that the Debtors serve, by June 5, 2009, the non-Debtor parties to the assumable executory contracts with a Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the "Assumption and Assignment Procedures Notice"). Along with the Assumption and Assignment Procedures Notice, the debtors were to provide access to a secure website at which a non-Debtor party to an assumable executory contract could view those of its contracts that were to be assumed and assigned and the cure amounts that would be paid. CNI Enterprises, Inc. ("CNI") did not receive access to the website until June 11, 2009 and did not see the debtors' proposed listing of contracts and cure amount until that date.¹

3. Section 12 of the Assumption and Assignment Procedures Notice states that unless an objection to the assumption and assignment is filed, CNI will "be forever barred from objecting to the Cure Amount *and from asserting any additional cure or other amounts against the Debtors, their estates, or the Purchaser.*" (Emphasis added). Under that language, CNI would be prevented from getting paid for items shipped postpetition. To the extent, therefore, that the debtors would assume and assign CNI's executory contracts without the debtors, their estates or the Purchaser being obligated to pay for items shipped postpetition, CNI objects. CNI does not otherwise object to the proposed assumption and assignment of its executory contracts.

¹ One or more of the debtors sometimes refer to CNI by its parent, NICA, Inc., because some of the debtors' records are based on what the debtors refer to as CNI's "ultimate DUNS number." All relevant purchase orders, however, are in CNI's name.

Dated: June 15, 2009

s/ Robert T. Smith

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